



APPENDIX I TO DIR CONTRACT DIR-TSO-2567

CGI ADVANTAGE360® SOFTWARE AS A SERVICE AGREEMENT

This is a Software as a Service Agreement ("Agreement") dated as of _____, 20__ (the "Effective Date") by and between _____ ("Customer"), having its principal place of business at _____, and CGI Technologies and Solutions Inc. ("CGI"), a Delaware corporation having its principal place of business at 11325 Random Hills Road, Fairfax, Virginia 22030.

DIR CONTRACT DIR-TSO-2567 and this Agreement provide the general terms and conditions under which CGI will provide to Customer its proprietary CGI Advantage® solution in a Software as a Service model, as well as related implementation, support and other consulting services.

1. DEFINITIONS

Capitalized terms used in the Contract Documents will have the meanings given below or in the context in which the term is used, as the case may be.

- A. "Affiliate" of a party means any person or entity that directly or indirectly controls, is controlled by or is under common control with, the party. "Authorized Users" means the Customer employees authorized by CGI to use the CGI System in accordance with this Agreement.
- B. "CGI Data Center(s)" means the secure facilities that host the CGI System applications, infrastructure and Customer data. The primary CGI Data Center is used for normal operations of the CGI System. The secondary CGI Data Center is used as an alternate processing location for Disaster Recovery.
- C. "CGI Materials" shall have the meaning set forth in Section 5.B.
- D. "CGI System" means, collectively, all of the components of the infrastructure and computing environment used by CGI to provide the Services, whether owned by CGI or its suppliers, including the Managed Application(s), CGI or third party facilities, hardware, operating systems, networking equipment, software applications and associated databases, tables, data and documentation and training materials.
- E. "Change Order" means a written amendment to a Statement of Work that is prepared and signed by authorized representatives of both parties.
- F. [Deleted]
- G. "Confidential Information" to the extent consistent with Texas Public Information Act means confidential, or trade secret information disclosed under this Agreement, as more fully defined in Section 7.
- H. "Content" means any information data, and any other materials input by Customer, Authorized Users, and/or by CGI on the Customer's behalf onto the CGI System.
- I. "Contract Documents" mean DIR Contract No. DIR-TSO-2567 (as between CGI and Customer), this Agreement (including its attached Exhibits) and Statements of Work(s) issued under this Agreement, as well as any amendments and Change Orders.
- J. "Disaster Recovery" means the activities related to providing continuation of the Subscription Services after an unexpected event that CGI, in consultation with the Customer, reasonably believes will result in prolonged downtime of the CGI System sufficient to warrant the lead time and effort by the parties to both migrate from the primary CGI Data Center to an alternate processing location, the secondary CGI Data Center, as well as back to the primary CGI Data Center or replacement primary processing site at the conclusion of the event. Disaster Recovery and backup obligations will be defined by the terms of the Service Level Agreement.
- K. "Documentation" means Managed Application user guides and specifications, which are available for download on the CGI website, which may be updated by CGI from time to time.
- L. "Enhancements" means all improvements, updates, enhancements, error corrections, bug fixes, release notes, upgrades and changes to the CGI System, as developed by CGI and made generally available for production use without a separate charge to customers.
- M. "Malicious Code" means any item or device which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, including viruses, worms, time bombs, Trojan horses and other similar code, files, scripts agents or programs.
- N. "Managed Application(s)" means the CGI Advantage® ERP components listed in the Statement of Work that will be provided as Subscription Services to the Customer.
- O. "Point of Demarcation" means the point(s) at the CGI Data Center(s) in which the CGI System is operating where all related infrastructure is solely under CGI's purview and management.
- P. [Deleted]
- Q. "SaaS" means Software as a Service.
- R. "Service Level" means a target for a specific Service Metric against which CGI's performance is to be measured and reported. "Service Levels" are the collective set of Service Levels across the respective Service Metric as more fully defined in the Service Level Agreement set forth in Schedule 1 of this Agreement.
- S. "Service Level Agreement" or "SLA" means the levels of service provided by CGI for the CGI System as set forth in Schedule 1 of this Agreement.
- T. "Service Metrics" are the specific units of measure for which Service Levels are established.
- U. "Services" means individually or collectively, implementation, support, Subscription Services, and other related services to be provided by CGI as described in one or more Statements of Work.
- V. "Statement of Work" means a document issued pursuant to this Agreement that is prepared and signed by authorized representatives of both parties describing the Services that CGI agrees to perform for Customer and providing specific terms and conditions governing such Services.
- W. "Subscription Fees" means the fees paid for the Subscription Services, as set forth in the Statement of Work.
- X. "Subscription Services" means the Services provided by CGI to host and operate for use the CGI System under the SaaS model; as such Subscription Services are more fully described in this Agreement and a Statement of Work.
- Y. "Subscription Term" means the period of performance of Subscription Services as set forth in a Statement of Work.



- Z. "Withheld," whether or not capitalized, means withheld, conditioned or delayed.

2. SCOPE

- A. **Services.** DIR-TSO-2567 and this Agreement provide the general terms and conditions on which CGI will provide Services to Customer.
- B. **Authorization to Perform Services.** Each instance in which CGI will perform Services for Customer will be authorized by execution of a Statement of Work. Each such Statement of Work will constitute a separate contract between the signing parties incorporating the terms and conditions of DIR Contract DIR-TSO-2567 and this Agreement by reference. Each Statement of Work will describe the Services to be provided under it with specificity. It will also identify the "Statement of Work Manager" for each party who will serve as that party's principal point of contact with the other party for all matters pertaining to that Statement of Work. Each party may change its Statement of Work Manager from time to time upon written notice to the other. A Statement of Work may amend the terms and conditions of this Agreement as they apply to that particular Statement of Work, but only if the Statement of Work expressly identifies the section(s) of this Agreement that are being amended.

3. CUSTOMER'S USE OF THE SERVICE

- A. **General.** CGI will provide the Services described in each Statement of Work issued under this Agreement in accordance with the provisions of DIR CONTRACT DIR-TSO-2567, this Agreement, and such Statement of Work. Unless and except to the extent the applicable Statement of Work expressly provides otherwise, Customer shall use the Services only for Customer's internal business purposes, not for resale or otherwise for the benefit of third parties.
- B. **Use of Third Party Suppliers.** Customer acknowledges that CGI may obtain products and services used in providing the Services from, and otherwise delegate obligations hereunder to, its Affiliates or other third party suppliers. Unless specifically indicated otherwise, CGI shall nevertheless be responsible to Customer for performance of the Services based on the use of such Affiliates or third party suppliers.
- C. **Right to Make Changes to the CGI System.** No changes can be made that will materially reduce the level of services or pricing considerations. CGI may make any changes in the CGI System used in performing the Services that CGI determines in its sole discretion to be necessary or appropriate, including but not limited to changes in facilities, computer hardware, systems and/or applications software, programming languages, data communications, and location of systems and service equipment. CGI will provide prior notice (or, in the event of an emergency, prompt notice after the occurrence of such emergency) if CGI believes such changes have a reasonable likelihood of adversely affecting Customer's use of the CGI System.
- D. **Security.** In case of any security breach or hazard, CGI will have the right in its sole reasonable discretion to suspend any Services if deemed necessary to prevent any harm to Customer, CGI or its customers and their respective businesses. CGI will promptly provide notice to Customer of any such suspension.
- E. **Changes to Statements of Work.** Either party may propose changes to the Services or a Statement of Work. Requests for changes will be submitted to the other party in writing for consideration of feasibility and the likely effect on the cost and performance of the Services as set forth in

Appendix C of DIR Contract DIR-TSO-2567. Proposed changes will not become effective unless set out in a written Change Order executed by both parties. The parties will mutually agree upon any proposed changes, including resulting equitable adjustments to costs and schedules for the performance of the Services as set forth in Appendix C of DIR Contract DIR-TSO-2567. If action or inaction by Customer, or its suppliers' failure to perform their responsibilities in a timely manner, prevents CGI from or delays CGI in performing the Services, CGI will be entitled to an equitable adjustment in the schedule for performance. In such event, the parties will mutually agree upon a Change Order documenting the adjustments.

4. COMPENSATION

- A. **Services Fees.** Each Statement of Work will state the prices and method of invoicing for the Services to be provided under it in accordance with rates set forth in Appendix C to DIR Contract No. DIR-TSO-2567.
- B. **Invoices.** Invoicing shall be in accordance with Section 8.I of Appendix A to DIR Contract No. DIR-TSO-2567. Customer will be billed annually in advance of the provision of Services for recurring charges such as Subscription Fees. For one-time technical or implementation Services charges, CGI will submit invoices to Customer for Services and any applicable pre-approved Reimbursable Expenses monthly or as otherwise provided in a payment schedule under the applicable Statement of Work. Each invoice will identify the Statement of Work to which it relates. For any Services performed on a time and materials basis, the invoice will also state the total number of hours worked during the billing period, broken down by billable labor category.
- C. **Reimbursable Expenses.** "Reimbursable Expenses" mean incidental expenses reasonably incurred by CGI in performing its obligations under the Contract Documents, including but not limited to courier, document duplication, postage, long-distance telephone charges, pre-approved travel and living expenses (in accordance with Section 8. F. of Appendix A of DIR Contract DIR-TSO-2567), charges for any non-routine supplies and equipment called for in the Statement of Work or approved by Customer. Occupancy, utilities, cost of non special supplies and the like are not considered Reimbursable Expenses.
- D. **Taxes.** Taxes will be handled in accordance to Appendix A, Section 8.E to DIR Contract No. DIR-TSO 2567
- E. **Payment Terms.** Payments shall be in accordance with Section 8.J of DIR Contract No. DIR-TSO-2567. All fees and expenses are to be paid to CGI in United States Dollars, by electronic funds transfer to an account designated by CGI or by check sent to CGI Technologies and Solutions Inc. c/o Bank of America, 12907 Collections Center Drive, Chicago, IL 60693. Customer should direct any questions regarding wire transfer transactions to CGI Treasury Operations at 703-267-5400.
- F. **Disputed Charges.** Customer may withhold payment of amounts it does not agree in good faith are due CGI provided that (i) Customer notifies CGI in writing what amounts it disputes and the reasons for doing so, (ii) Customer timely pays all other amounts specified on the invoice, (iii) Customer works in good faith with CGI to resolve the dispute in a prompt and mutually acceptable manner, and (iv) Customer pays any amounts ultimately determined to be due. If a disputed amount is not resolved within thirty (30) days after the original payment due date, the parties will resolve such dispute as provided in Section 13.

5. ACCESS AND PROPRIETARY RIGHTS



- A. **Access.** Subject to Customer having met its payment obligations with respect to the applicable Services, CGI hereby grants to Customer a limited, non-exclusive, non-transferable right to access and use the CGI System for its own internal business purposes during the Subscription Term. Customer shall not attempt to gain unauthorized access to other computer systems, any application/service for which Customer has not paid fees to use, or data and information belonging to others that is also hosted on the CGI System.
- B. **Ownership.** CGI (or its licensors or suppliers, as the case may be) will retain ownership of all components of the CGI System, and all intellectual property rights in and to the CGI System, and to all other proprietary rights, materials, work products or assets that are employed or developed in providing the Services, including but not limited to any successors, updates, extensions, derivatives, translations, modifications, or Enhancements of any of the foregoing, and any ideas, Enhancement requests, feedback, recommendations or other information provided by the Customer or any other party related to the CGI System (in whole or in part, all of the foregoing in this Section 5.B referred to as the "CGI Materials").
- C. **Copying.** Customer will not copy or use any CGI Materials in any way that is not authorized by the Contract Documents. Any permitted copies of the CGI Materials (including derivative works to the extent they incorporate or are based on any CGI Materials) made by or for Customer are and will remain the property of CGI (or its licensors). Customer will reproduce and include on any permitted copies of the CGI Materials all copyright or other proprietary rights notices or legends that appear on or are otherwise included in the CGI Materials.
- D. **Grant of Limited License to CGI.** Customer hereby grants to CGI during the term of the applicable Statement of Work a nonexclusive, nontransferable, limited right and license to access, display, reproduce, process and otherwise use, in compliance with the Contract Documents and for the sole purpose of performing the Services for Customer, the Content furnished to CGI by or on behalf of Customer. As between CGI and Customer, Customer will retain ownership of all such Content.
- E. **Reservation of Rights.** CGI will not be prevented from using in its business any general ideas, concepts, expressions, know-how, skills and experience possessed by it prior to, or developed or learned by it in the course of, performing the Services.
6. **CERTAIN CLIENT RESPONSIBILITIES**
- A. **Customer Responsibilities.** Customer will be responsible for the timely performance of its responsibilities as set forth in a Statement of Work issued under this Agreement.
- B. **Customer Data and Information.** Whenever CGI's performance of the Services is dependent upon Customer's furnishing CGI with Customer interfaces, connectivity, data, documents, information, materials or approvals, Customer shall furnish such items in a timely fashion in a reasonable format specified by CGI, or such other format as mutually agreed by the parties in writing. Customer is responsible for ensuring that all physical media that Customer furnishes to CGI for processing meet the specifications of the manufacturer of the equipment with which such media are to operate and any other specifications that CGI may reasonably establish. Customer will have sole responsibility for the adequacy, quality, legality and accuracy of all data and information that Customer furnishes to CGI and the results obtained therefrom ("Customer Data"). Customer warrants that any Customer-provided specifications or requirements around which Services are configured will be in compliance with applicable federal, state and local laws and regulations. Customer warrants that throughout the term, it will and continue to have the legal right and authority to use and authorize CGI to use all Customer materials, acquired all necessary licenses and consents from third party vendors for those Customer-provided items required for CGI to perform Services hereunder, and such use will not cause a breach of any third party agreement, violate any third party intellectual property right or applicable law or regulation, or unreasonably interfere with other CGI customer's use of CGI services.
- C. **Use of CGI System.** The Customer's right of use of the CGI System under this Agreement is subject to the following restrictions: Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute the CGI System or otherwise make available the CGI System to any third party, (ii) modify or make derivative works based on the CGI System, or use the CGI System for commercial time-sharing, rental, outsource or service bureau use, (iii) commercially exploit the CGI System in any way, (iv) in connection with this Service, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including but not limited to material that violates privacy rights, (v) send or store Malicious Code in connection with the CGI System, (vi) interfere with or disrupt performance of the CGI System or the data contained therein; (vii) attempt to gain access to the CGI System or its related systems or networks in a manner not set forth in the Documentation, (viii) access all or any part of the CGI System in order to build a product or service which competes with the CGI System, (ix) copy any features, functions, integrations, interfaces or graphics of the CGI System, or (x) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code contained within the CGI System. This Agreement and its attachments and exhibits do not transfer any right of ownership in or related to the Subscription Services, or CGI System. Customer agrees that use of the CGI System to which access is given shall be (a) in compliance with applicable federal, state and local laws and regulations and communications common carrier tariffs, and (b) for proper business purposes. As part of CGI's security measures, CGI may assign to Customer one or more user or identification codes and associated passwords that will enable Customer and its Authorized Users to access the CGI System. Customer agrees to maintain the security of its user or identification codes and associated passwords and agrees to be responsible for their proper use by its employees. Each Authorized User shall keep a secure password for his use of the CGI System, that such password shall be changed no less frequently than monthly and that each Authorized User shall keep his password confidential. Customer agrees to comply with any rules of operation and security procedures established by CGI for access to and use of the CGI System. Customer agrees that neither it nor its employees or agents will attempt to gain or allow access to any data, files or programs of CGI to which they are not entitled under the Contract Documents, and that if such access is obtained Customer will immediately report such access to CGI, cease all unauthorized access, return all CGI, third party, or CGI customer information obtained as a result of such unauthorized access, and safeguard any CGI, third party, or CGI customer information obtained as a result of unauthorized access to CGI Confidential Information. Customer will be responsible for the actions of its employees, and agents in connection with their access to and use or misuse of the CGI System. Provisioning, management, and operation of any workstations or other



Customer-site equipment are the responsibility of the Customer.

- D. **Content.** Customer warrants that (i) the Content does not and will not contain unlawful, discriminatory, libelous, harmful, obscene or otherwise objectionable material of any kind and does not and will not violate any right of privacy or publicity, and (ii) the Content transmitted during the term of this Agreement and the use of the CGI System pursuant to the Contract Documents will not encourage conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international laws, codes, ordinances or regulations. Customer warrants that it will not propagate Malicious Code, computer worms, disabling codes or viruses or use the CGI System to make unauthorized entry into any other computer or machine.
- E. **Compliance with Laws.** Except as expressly provided in a Statement of Work, Customer shall be solely responsible for ensuring that its use of the Services will comply with all laws, rules, and regulations and decisions imposed by any jurisdiction in which the Services are received or used.
- F. **Connectivity and Access to CGI System.** Customer acknowledges that the CGI System is hosted by CGI and that Customer is required to maintain an adequate connection to the CGI System. Failure to maintain adequate connectivity to the CGI System will impact user experience and falls entirely outside of CGI's responsibility under this Agreement. Customer shall ensure that its network and systems comply with the relevant specifications provided by CGI from time to time; and be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to CGI Data Center(s), and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.
- G. **Internet.** Customer, inclusive of its Authorized Users acknowledges that there are risks inherent in Internet connectivity, and that CGI has no control over the privacy or integrity of any information when the same is outside of CGI's own Internet-facing firewalls. Customer is responsible for the availability of Customer's network and dependent services (e.g. power) used for accessing the CGI System. The Point of Demarcation (which is owned and operated by CGI and its service provider) for the network of the CGI System will be the entry point to CGI Data Center(s), namely the router at the entrance of CGI's secure zone. CGI assumes no responsibility or liability related to Customer's use of the CGI System related to the transmission or receipt by Authorized User of Confidential Information of any type outside of CGI's own Internet-facing firewalls; any such use shall be at Authorized User's sole risk.

7. NONDISCLOSURE

- A. **Confidential Information.** "Confidential Information" means to the extent consistent with the Texas Public Information Act, non-public information belonging to or in the possession of a party that is confidential or a trade secret and is furnished or disclosed to the other party under the Contract Documents (including information exchanged in contemplation of entering into the Contract Documents): (i) in tangible form and marked or designated in writing in a manner to indicate it is confidential or a trade secret; or (ii) in intangible form and that either is of a nature that a reasonable person would understand to be confidential or a trade secret or is identified as confidential or a trade secret in a writing provided to the receiving party within thirty (30) business days after disclosure.

Confidential Information also includes the CGI Materials, the CGI System, and the Customer Content, whether or not marked as such.

- B. **Exclusions.** "Confidential Information" does not include any information that, as evidenced by written documentation: (i) is already known to the receiving party without restrictions at the time of its disclosure by the furnishing party; (ii) after its disclosure by the furnishing party, is made known to the receiving party without restrictions by a third party having the right to do so; (iii) is or becomes publicly known without violation of the Contract Documents; (iv) is independently developed by the receiving party without reference to the furnishing party's Confidential Information; or (v) is required to be disclosed under applicable securities, tax or other regulations.
- C. **Standard of Care.** "Confidential Information" will remain the property of the furnishing party, and the receiving party will not be deemed by virtue of the Contract Documents or any access to the furnishing party's Confidential Information to have acquired any right, title or interest in or to the Confidential Information. The receiving party agrees to the extent allowed by the Texas Public Information Act: (i) to hold the furnishing party's confidential Information in strict confidence affording the furnishing party's Confidential Information at least the same level of protection against unauthorized disclosure or use as the receiving party normally uses to protect its own information of a similar character, but in no event less than reasonable care; (ii) to limit disclosure of the furnishing party's Confidential Information to personnel having a need to know the information for the purposes of the Contract Documents; (iii) not to disclose any such Confidential Information to any third party; (iv) to use the furnishing party's Confidential Information solely and exclusively in accordance with the terms of the Contract Documents in order to carry out its obligations and exercise its rights under the Contract Documents; (v) not to sell, rent, lease, transfer, encumber, pledge, reproduce, transmit, modify, reverse engineer, compile, disassemble or otherwise use any Confidential Information of the disclosing party, in whole or in part, and (vi) to notify the furnishing party promptly of any unauthorized use or disclosure of the furnishing party's Confidential Information and cooperate with and assist the furnishing party in every reasonable way to stop or minimize such unauthorized use or disclosure.
- D. **Compelled Disclosure.** If the receiving party receives a subpoena or other valid administrative or judicial notice requesting the disclosure of the furnishing party's Confidential Information, the receiving party will promptly notify the furnishing party. The receiving party may comply with any binding subpoena or other process to the extent required by law, but will in doing so make every effort to secure confidential treatment of any materials disclosed.
- E. **Return or Destruction.** Subject to Record Retention laws and policies, upon termination or expiration of this Agreement, the receiving party, at the furnishing party's option, will return or certify as destroyed all Confidential Information of the furnishing party that the receiving party does not possess under a valid license; provided that CGI may retain one (1) copy of all of its work products (including working papers) produced under the Contract Documents for archival purposes.
- F. **Relief.** Each party agrees that if a court of competent jurisdiction determines that the receiving party has breached, or attempted or threatened to breach, any of its confidentiality obligations to the furnishing party or the furnishing party's proprietary rights, money damages will not provide an adequate remedy. Accordingly, to the



extent authorized by Texas law and Constitution, the furnishing party may seek appropriate injunctive relief and other measures restraining further attempted or threatened breaches of such obligations.

8. LIMITED WARRANTY AND REMEDY FOR BREACH OF WARRANTY

- A. **Warranties.** Each party warrants that it has the authority to enter into this Agreement, and in connection with its performance of this Agreement, shall comply with all applicable local, state, national or international laws, codes, ordinances or regulations related to data privacy, international communications and the transmission of technical or personal data. CGI warrants that during the Subscription Term (i) the CGI System shall perform substantially in accordance with the Documentation, and (ii) the functionality of the Subscription Service will not be materially decreased during the Subscription Term. As Customer's exclusive remedy and CGI's sole liability for breach of the warranty set forth in this Section 8.A, CGI shall correct the non-conforming item at no additional charge to the Customer. To receive warranty remedies, Customer must promptly report deficiencies in writing to CGI, but no later than thirty (30) days of the first date the deficiency is identified by Customer.
- B. **Services Warranty.** CGI warrants, for a period of ninety (90) days after performance of Services provided on a non-recurring basis, that such Services will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such Services. If Customer believes there has been a breach of this warranty, Customer must notify CGI in writing within the warranty period stating in reasonable detail the nature of the alleged breach. If there has been a breach of this warranty, then CGI will correct or re-perform, at no additional charge, any affected Services to cause them to comply with this warranty.
- C. **Service Level Warranty.** CGI warrants during the applicable Subscription Term that the Subscription Services will be performed in a manner that meets or exceeds the applicable Service Levels set forth in the Service Level Agreement. If CGI fails to meet the defined Service Levels, CGI's sole obligation and Customer's exclusive remedy shall be as set forth in the Service Level Agreement.
- D. **Non-Infringement.** Shall be addressed in accordance with 10. A. of Appendix A of DIR Contract DIR-TSO-2567.
- E. **Exclusions.** CGI is not responsible for any claimed breaches of the foregoing warranties caused by: (i) modifications made to the Services by anyone other than CGI and its subcontractors working at CGI's direction; (ii) the combination, operation or use of the item with other items CGI did not supply; (iii) Customer's failure to use any new or corrected versions of the item made available by CGI; (iv) Customer's misuse of the Service; (v) CGI's adherence to Customer's specifications or instructions; (vi) delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the CGI System may be subject to limitations, delays and other problems inherent in the use of such communications facilities; or (v) any excused failure described in Section 14.C.
- F. **Disclaimer.** CGI DOES NOT GUARANTEE THE ACCURACY OF ANY ADVICE, REPORT, DATA OR OTHER PRODUCT DELIVERED TO CLIENT THAT IS PRODUCED WITH OR FROM DATA OR SOFTWARE PROVIDED BY CLIENT.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, PERFORMANCE AND ACCURACY AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. CGI DOES NOT WARRANT THAT THE SERVICES OR ACCESS TO THE CGI SYSTEM WILL BE UNINTERRUPTED OR THAT THE RESULTS OF THE SERVICES WILL BE ERROR-FREE.

9. INDEMNIFICATION

- A. Indemnification shall be in accordance with Section 10.A of Appendix A to DIR Contract No. DIR-TSO-2567.

10. TERM AND TERMINATION

- A. **Term.** This Agreement will commence on the Effective Date and will continue until the expiration or termination of all Statements of Work issued under this Agreement.
- B. **Termination** shall be in accordance with Section 11.B of Appendix A to DIR Contract No. DIR-TSO-2567
- C. **Transition Services.** In connection with termination or expiration of any Statement of Work, Customer may request CGI assistance in migrating Customer's processing being performed by CGI under that Statement of Work to the control of Customer or an alternate vendor designated by Customer. Provided Customer is current in its payment to CGI under the Contract Documents, CGI will perform reasonable transition services under a separate Statement of Work in accordance with pricing on Appendix C of DIR Contract DIR-TSO-2567. During the transition period, CGI will provide Customer a copy of Customer's data in an agreed format, as required for the transition. CGI may provide additional transition services as mutually agreed between the parties. At the end of the transition period, Subject to Record Retention, Customer will return to CGI any CGI Materials in Customer's possession or control and cease all access to the CGI System.
- D. **Payment upon Termination.** In accordance with Section 10. B. 4 of Appendix A of DIR Contract DIR-TSO-2567, Customer is responsible for paying CGI all amounts owed under a terminated Statement of Work for (i) Services properly performed prior to the effective date of termination (ii) CGI's transition services and any Services CGI continues to provide at Customer's request during the transition period, and (iii) early termination fees to the extent applicable and provided in a Statement of Work. Subscription Fees are non-refundable except to the extent termination is for CGI's uncured breach, in which case Customer will receive a refund of any pre-paid Subscription Fees pro-rated based on the remainder of the current annual Subscription Term for which Subscription Services will not be performed.
- E. **Survival.** Any provision of the Contract Documents that imposes or contemplates continuing obligations on a party will survive the expiration or termination of the Contract Document in which it is contained. The termination of any particular Statement of Work will not affect the parties' respective rights, duties and obligations under any other Statement of Work then in effect.

11. LIMITATION OF LIABILITY AND REMEDIES

- A. **Loss of Customer Data.** If Customer Data is lost, corrupted or destroyed while in the possession or control of CGI due to CGI's fault or negligence, CGI will use Commercially Reasonable Efforts to reconstruct such data at CGI's expense provided any files, data, programs or



other information that may be necessary to accomplish such reconstruction but which are not in CGI's possession or control are promptly furnished to CGI by Customer upon request. If CGI is unable to satisfy its obligations under this Section 11.B, CGI's liability to Customer will nevertheless be limited in accordance with the provisions of this Section 11.

- B. **Limitation of Liability.** Limitation of Liability shall be in accordance with Section 10.K of Appendix A to DIR Contract No. DIR-TSO-2567.

12. RECORDS AND AUDIT

- A. **Records.** In accordance with Section 9.C. of Appendix A of DIR Contract, DIR-TSO-2567, Customer and CGI each agree to keep clear and accurate records relating to their activities under the Contract Documents for at least the immediately preceding four (4) years from any point in time during the term of this Agreement.
- B. **Customer-required Audits Related to CGI's Internal Controls**
- (1) Audits Concerning CGI's Internal Controls. Each year, at its cost and expense, CGI will cause its external auditors to (i) perform a SSAE NO. 16 audit regarding internal controls that CGI applies, on a common basis, to the primary hosting facility and associated activities provided to its outsourcing clients (the "Internal Controls Audit"), and (ii) produce an audit report in connection therewith (the "Internal Controls Audit Report"). On or about August 1st of each year, CGI will arrange for the auditor to provide to Customer a copy of the most current Internal Controls Audit Report Cover Letter. Customer may view the full report at a CGI facility with reasonable advance notice. The foregoing procedure will not in any way limit or control any rights or powers of the State Auditor's Office. Unless Customer reasonably believes there is an emergency, customer will begin any audit request by following the foregoing procedure but will require further access and information if necessary.
 - (2) Each year, at its cost and expense, CGI will cause its external auditors to (i) perform a SSAE NO. 16 audit regarding internal controls that CGI applies, on a common basis, to the primary hosting facility and associated activities provided to its outsourcing clients (the "Internal Controls Audit"), and (ii) produce an audit report in connection therewith (the "Internal Controls Audit Report"). On or about August 1st of each year, CGI will arrange for the auditor to provide to Customer a copy of the most current Internal Controls Audit Report Cover Letter. Customer may view the full report at a CGI facility with reasonable advance notice. In the event that Customer reasonably requests audit and reporting that are not covered by the Internal Controls Audit or that are on a different audit period other than the standard CGI audit period, such additional audit and reporting will be at Customer's cost and expense and will be addressed through a Change Order.

13. LAW AND DISPUTES

- A. **Governing Law.** This Agreement shall be governed by the laws of the State of Texas. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas. Notwithstanding anything to the contrary, the parties expressly agree that the provisions of the Uniform Commercial Code (UCC) as enacted under state and federal law, and the Uniform Computer Information Transactions Act (UCITA) as set forth in any applicable state statute, or as may be amended or modified,

applicable as of the effective date of this Agreement or thereafter, shall not apply to this Agreement.

- B. **Export Control.** Both CGI and Customer agree to comply fully with all relevant export laws and regulations of the United States to ensure that no information or technical data provided pursuant to the Contract Documents is exported or re-exported directly or indirectly in violation of law.
- C. **Dispute Resolution.** Dispute resolution shall be in accordance with Section 11.A of Appendix A to DIR Contract No. DIR-TSO-2567.

14. GENERAL

- A. **Nonexclusive Agreement.** This Agreement does not grant to CGI any exclusive rights to do business with Customer. Customer may contract with other suppliers for the procurement of comparable services. Likewise, nothing in the Contract Documents will prevent CGI from marketing, developing, using and performing for others services similar to or competitive with the Services furnished to Customer.
- B. **Notices.** Notices shall be in accordance with Section 12.A of Appendix A to DIR Contract No. DIR-TSO-2567.
- C. **Force Majeure.** Force Majeure shall be in accordance with Section 11.C of Appendix A to DIR Contract No. DIR-TSO-2567.
- D. **Reasonable Behavior.** Each party will act in good faith in the performance of its respective responsibilities under the Contract Documents and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under the Contract Documents.
- E. **Assignment.** Assignment shall be in accordance with Section 4.D of Appendix A to DIR Contract No. DIR-TSO-2567.
- F. **Integration.** DIR Contract DIR-TSO-2567 and the Contract Documents constitute the entire agreement between the parties, and supersede all other prior or contemporaneous communications between the parties (whether written or oral), and all other communications relating to the subject matter of the Contract Documents. The Contract Documents may be modified or amended solely in a writing signed by both parties. The parties agree that any pre-printed terms contained in Customer's purchase orders, acknowledgments, shipping instructions or other forms, or in CGI's invoices, that are inconsistent with or different from the terms of the Contract Documents will be void and of no effect even if signed by the party against which their enforcement is sought. In the event of a conflict with any of the documents, DIR Contract DIR-TSO-2567 will control.
- G. **Severability.** The provisions of the Contract Documents will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of the Contract Documents, for any reason, is declared to be unenforceable, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.
- H. **Publicity.** Neither party may use the name of the other in connection with any advertising or publicity materials or activities without the prior written consent of the other party. However, CGI may include Customer's name and may describe briefly, and in general terms, the nature of the work performed by CGI for reporting to Stockholders.
- I. **No Waiver.** Except as otherwise permitted in this Agreement, no failure or delay by a party in exercising any



right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If a party waives any right, power or remedy, the waiver will not waive any successive or other right, power or remedy the party may have under the Contract Documents.

- J. **Third Party Beneficiaries. There are no intended third party beneficiaries of any provision of the Contract Documents. Customers purchasing via the DIR Contract documents are parties contracting directly with CGI.**

- K. **Non-solicitation.** During the term of the Contract Documents and for twelve (12) months after its expiration or termination, neither party will, either directly or indirectly, solicit for employment or employ (except as permitted below) by itself (or any of its Affiliates) any employee of the other party (or any of its Affiliates) who was involved in the performance of the party's obligations under the Contract

Documents, unless the hiring party obtains the written consent of the other party. The foregoing provision will not (i) prohibit a general solicitation of employment in the ordinary course of business or prevent a party from employing any employee who contacts such party as a result of such a general solicitation.

- L. **Exhibits.** The following Exhibits referred to in this Agreement and attached hereto are made a part of this Agreement as if fully set out in its text:
 (1) Schedule 1: CGI Advantage360 Service Level Agreement
 (2) Exhibit A: Statement of Work Form
- M. **Counterparts.** The Contract Documents may be signed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same agreement. Any copy of the Contract Documents made by reliable means shall be considered an original.

Each party has caused its authorized representative to execute this Agreement as of the Effective Date.

CGI Technologies and Solutions Inc. (CGI)

_____ **(Customer)**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

CGI ADVANTAGE360®**SOFTWARE AS A SERVICE AGREEMENT****SCHEDULE 1
SERVICE LEVEL AGREEMENT****1. DEFINITIONS AND TERMINOLOGY**

- A. "At Risk Amount" means the percentage applied to 1/12 of the annual Subscription Fee paid by the Customer to CGI that is put at risk for one or more Service Penalties owed to the Customer in the event CGI fails to achieve the specified Minimum Service Level for a specific Service Metric within the respective Measurement Interval. In this event, the Customer is entitled to the associated percentage of the At Risk Amount as a Service Credit to be accrued and reconciled monthly and applied to the annual invoice.
- B. The Service Penalties (and resultant Service Credits) across all Service Metrics are capped and are not to exceed an At Risk Amount of 10% of 1/12 of the annual Subscription Fee paid to CGI for any and all failures during the Measurement Interval in which CGI's respective performance was below the Minimum Service Level; provided, however, one or more failures to meet Disaster Recovery Service Metrics for Recovery Time Objective (RTO) and Recovery Point Objective (RPO) during the Measurement Interval in the event of an actual disaster shall not exceed an At Risk Amount of 25% for that Measurement Interval.
- C. "File Transfer Services" means the support services provided for maintaining the File Transfer Solution.
- D. "File Transfer Solution" means the mechanism provided for transferring data to and from the CGI System.
- E. General Application Availability means the CGI System is considered available when a properly configured computer is capable of successfully executing a standard online screen transaction from an end user workstation. An online transaction can be an addition, change or deletion; can be a request to view a record, or a simple query run from a workstation displayed screen. CGI monitoring, measurement, and responsibility will be within the Point of Demarcation.

- (1) "Availability Percentage" means the percentage of scheduled time the respective production application(s) is available to users during the defined Hours of Availability. Availability Percentage is calculated by taking the planned minutes available per month (PMA), subtracting minutes not available per month (MD), and dividing that result by planned minutes available. Equation: $(PMA - MD) / PMA$.

As an example, if the planned Hours of Availability are every week day, Monday through Friday from 8:00 a.m. to 8:00 p.m. and there were three (3) hours of unavailability during the month of March, then the mathematical representation would be:

- $PMA = 21 \text{ days/months} \times 12 \text{ hours/day} \times 60 \text{ minutes/hour} = 15120 \text{ minutes/month}$
- $MD = 3 \text{ hours/months} \times 60 \text{ minutes/hour} = 180 \text{ minutes/month}$
- $\text{Availability Percentage} = (PMA - MD) / PMA = (15120 - 180) / 15120 = 98.81\%$

- (2) "Scheduled Outages" means outages that are documented, planned and communicated in advance and are not considered MD for purposes of this calculation. This includes all Scheduled Maintenance periods. MD includes unscheduled outages associated with a Critical Issue, as defined in Table 1, reported by either party. This excludes Issues not attributable to CGI or its Subcontractors and/or causes for which CGI or its Subcontractors are not independently accountable.
- (3) "Hours of Availability" for online access to the Managed Applications as defined in the Service Level Agreement, and the associated environment(s) are from 8:00 a.m. to 8:00 p.m. in the Customer's time zone, Monday-Friday, excluding Scheduled Maintenance, Included Batch Processing, as well as CGI Standard Holidays. For Customers subscribing solely to the Performance Budgeting module, the Hours of Availability are extended to 6:00 a.m. to 12:00 a.m. in the Customer's time zone, Monday-Friday, excluding Scheduled Maintenance, Included Batch Processing, as well as CGI Standard Holidays.

CGI Standard Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the Friday immediately following, and Christmas Day.

Extended online access to the CGI System will be provided assuming there are no planned batch or maintenance activities occurring. This means that during the week, after required backups and batch/interface processing are completed the CGI System will be unlocked and open for user access and processing. With the exception of Scheduled Maintenance the CGI System is expected to be online and accessible on Saturday and Sunday.

- F. "Hot Fix" means the application of a Patch intended to update the existing Managed Application(s) in a quick turnaround to support Critical and Serious Issues. Delivery of Hot Fixes is undertaken by CGI on an as-needed basis given the Service Level target of the required Issue correction.
- G. "Included Batch Processing" means the Customer requested batch processing included in Subscription Services that occurs within the Hours of Availability and requires that the CGI System be down including but not limited to, batch processing associated with calculating pay from employee time inputs on the Customer's payroll cycle, a financial annual close, or a budget load.

- H. "Issue" means a deviation of the CGI System to function per its Documentation. An Issue can be associated with the underlying environment/infrastructure under CGI's independent management if the environment metrics used to size the CGI System have not been exceeded and the Issue is materially impacting the normal use of the CGI System in a manner consistent with the Issue Severity definitions. In addition, an Issue can be associated with the performance behavior of the CGI System if performance is impacted in a manner that warrants initial classification as a Critical Issue or Serious Issue as defined below (pending additional research) because it is materially impacting the normal use of the CGI System in a manner consistent with the Issue Severity definitions. Resolution of the Issue will proceed in accordance with such classification.
- I. "Issue Priority" means the priority of any Issue, as assigned by the Customer. This priority indicates, within an Issue Severity level, the relative order in which Issues will be handled by CGI. Priority can be defined as "Urgent", "High", "Normal", and "Low".
- J. "Issue Severity" means the severity assigned to an Issue, as ultimately assigned by CGI with input from the Customer. After an Issue has been identified and quantified by the reporting party, this assignment will be established and communicated based on the definitions of the severities, possible workarounds, and the impact on the functionality and Customer's business usage. In any cases where the Customer disagrees with the severity classification of an issue the Customer will provide further business justification to CGI so that a mutually agreed severity and resolution plan can be reached. In the event both sides cannot agree on severity classification the Customer will have the right to formally escalate that to senior management (Section 3.B.4). CGI understands that certain times of the year become more critical for performing certain business functions within the application. CGI takes into consideration the volume and time sensitivity with all requests and software issues and will work with the Customer accordingly on setting the severity and communicating the short term and long term resolution timeframes. The Issue Severity definitions are listed in Table 1.

Table 1: Issue Severity Definitions

Severity	Definition
1 Critical Issue	<p>An Issue with the CGI System that causes critical impact to the Customer's business operations, and no workaround is immediately available. Use of the CGI System cannot continue.</p> <p>Resolution efforts begin upon notification and continue until resolved or a workaround permits the CGI System to be used. If resolution requires a software correction, it is delivered as soon as resolved. <i>Example: The CGI System is Down and Inoperable.</i></p>
2 Serious Issue	<p>An Issue that causes significant impact to the Customer's business operations, and any workaround is unacceptable on a long term basis. Essential functions of the CGI System are affected such that there is a significant impact to the Customer's business operations.</p> <p>Work begins after Severity 1 (Critical) Issues are resolved or a workaround is in place and in consideration of Issue Priority for any other pending Issues. If resolution requires a software correction, it is made available as soon as resolved. <i>Example: Major operations of the CGI System are either Down or Inoperable while some can continue.</i></p>
3 Moderate Issue	<p>An Issue that impairs some core functionality, but a practical workaround exists such that there is not a material impact to the Customer's business operations.</p> <p>No defined timeline for making these software corrections but if included would be part of the periodic Release Updates. <i>Example: One or more business processes are impacted, either in timeliness or availability, but the CGI System is operational.</i></p>
4 Minor Issue	<p>An Issue that does not affect any production functions of the software and may be cosmetic in nature. A software defect exists but does not impede any functionality.</p> <p>No defined timeline for making these software corrections but if included would be part of the periodic Release Updates. <i>Example: There are some Issues with the normal processing, but the CGI System is operational.</i></p>

- K. "Live Date" means the date the CGI System goes into production and is in use by the Customer as its primary processing system for the respective function(s) it is designed to support.
- L. "Measurement Interval" means the period of time over which a given Service Metric is measured for purposes of determining performance. Measurement Interval is monthly.
- M. "Minimum Service Level" means the level for a given Service Metric which, if not met, is considered a failure in CGI performance during the Measurement Interval, which will result in Service Credits awarded to the Customer by CGI.
- N. "Patch" means a correction to the CGI System specific to one (or a very small set of tightly related) Issue(s), independent of Issue Severity.
- O. "Release Updates" means the regular, periodic updates that can contain underlying third-party software updates, resolution of lower severity Issues, Enhancements, and/or introduction of new functionality.
- P. "Scheduled Maintenance" means any time planned maintenance is to be performed on the CGI System. The standard Scheduled Maintenance period is Saturday from 2:00 a.m. to Sunday at 11:00 p.m. Eastern Time the third (3rd) weekend of each month, unless written notice of an exception is provided to the Customer. All planned maintenance activities will be shared with the Customer in advance for the calendar year. The Customer will be able to notify CGI of any Scheduled Maintenance that coincides with the Customer's peak periods, when weekend work may be necessary on the part of the Customer. CGI will work to mitigate the impacts of Scheduled Maintenance during peak usage times.

- Q. "Service Credits" are credits issued by CGI against Subscription Fee payments to be paid by the Customer to CGI for Service Penalties, capped by the At Risk Amount. Service Credits are accrued monthly and applied annually.
- R. "Service Penalties" are the amounts calculated for each Service Metric that is factored against the At Risk Amount or purposes of calculating any Service Credits relative to the applicable Service Level(s) during a given Measurement Interval.
- S. "Subcontractor" means any third party engaged by CGI to aid in performance of CGI's obligations.

2. ASSUMPTIONS AND SCOPE OF SERVICES

- A. **Assumptions.** This section defines the overall parameters and assumptions for the delivery of Subscription Services to the Customer. It highlights the key elements that are the basis for delivery of the Subscription Services on an ongoing basis and the distribution of responsibilities between CGI and the Customer.
- (1) Hosting or support of the CGI System is limited to those expressly stated in the Contract Documents. For the Managed Application(s), services include supporting the operating system (OS), database software, CGI hardware/infrastructure, and operational/monitoring software. CGI will acquire all necessary OS and database software licenses.
 - (2) Provisioning, management, and operation of any workstations or other Customer-site equipment are the responsibility of the Customer.
 - (3) No on-site support at Customer locations is included except as expressly identified in the Contract Documents; all hosting and support will be provided remotely and/or from CGI locations.
 - (4) All Managed Application(s) user-id maintenance will be performed by the Customer; all File Transfer Solution user-id maintenance will be performed exclusively by CGI. The following limits are applied to the File Transfer Services:
 - i) File Transfer Solution user profile updates: creation/modification of user-ids limited to 4 total.
 - ii) File Transfer Solution password resets can be requested once per month for production.
 - (5) Disaster Recovery is based on a maximum production data loss ("Recovery Point Objective"), as one (1) business day or less and a maximum production recovery time ("Recovery Time Objective") of twelve (12) hours or less, and includes no more than one (1) Disaster Recovery testing window per 12 month period. Replication and failover results from CGI's annual Disaster Recovery testing will be provided to the Customer.
 - (6) All reports and outputs are via print files and/or flat files, XML files or PDFs staged for File Transfer Services and transmitted electronically.
- B. **Services to be Performed by CGI.**
- (1) Provide a secure facility at the CGI Data Center(s), for the CGI System on which the Customer's hosted processes run.
 - i) Physical security will include maintaining a secured computer area controlled by CGI operations and protected by smoke and water detectors, a fire extinguishing capability, uninterruptible power supplies, and generator for auxiliary electrical power.
 - ii) The primary CGI Data Center maintains many federal and business certifications, including without limitation SOX-compliance, ISO9001 compliance, and SSAE No. 16 compliance, or its equivalent successor.
 - (2) Provide, install, and maintain hardware, operating system (OS), database software and Managed Application(s).
 - (3) Provide and manage multiple physical and/or virtual servers for the Managed Application(s). The environments being provided include one (1) production environment engineered with redundancy and one (1) non-production environment.
 - (4) Provide and maintain storage necessary to host Customer's production and non-production data.
 - (5) Retain maintenance contracts in support of all applicable Managed Application(s) over the term defined in the Contract Documents.
 - (6) Provide security services for virus protection, intrusion prevention services on public Internet facing web servers, and security Patches for system-level software.
 - (7) Coordinate and perform typical-level system and application backups required to support business operations and Disaster Recovery Service Levels. The specific frequency and retention of the various required backups consists of a daily production database backup during any day when the CGI System is to be available, given that the Recovery Point Objective is one (1) business day or less.
 - (8) Provide online access to the Managed Application(s) during the hours set forth under the definition of the Hours of Availability.
 - (9) Perform production job scheduling, execution, monitoring, and management as well as proactive measures in support of exceeding the Service Levels.
- Once a job schedule is defined by the Customer for a particular period (nightly, monthly, annually, etc.), CGI will execute that job schedule and provide expected operational outcomes to the Customer; unexpected operational results will be resolved in accordance with the Service Levels specified in the Service Level Agreement. Prior to the start of each calendar year the standard processing schedule for the upcoming year will be distributed by CGI. After receiving appropriate Customer input the final processing schedule will be published.

- (10) Coordinate and process interface files. CGI will coordinate and accept the transmission of data utilizing the established File Transfer Services.
- (11) Schedule Customer reports and outputs and make them available electronically to Authorized Users. All reports and outputs shall be delivered via PDFs staged for File Transfer Services and transmitted electronically.
- (12) Consult with the Customer 24/7/365 for any Critical production Issues, as defined by Issue Severity. Requisite information will be provided for methods of contacting CGI in the event of an emergency. Additional details as to the hours of CGI staff availability in support of Subscription Services are defined in Section 3.A.1.
- (13) Provide standard database support, including database monitoring and maintenance activities. Standard database support service also includes delivery of production data to the non-production environment via Customer request. This non-production refresh service is limited to once (1) per month unless required to support a Critical/Serious production Issue.
- (14) Provide standard change management and application code version control and tracking for the CGI System.
- (15) Provide production code Hot Fix application and management as necessary for Critical Issues and Serious Issues in production that have a business impact on the Customer.
- (16) Provide, at CGI's discretion, fixes for Moderate and Minor defects to be applied during the periodic Release Updates described in Section 4.
- (17) Provide Secure File Transfer Services. CGI will host the File Transfer Solution and provide the Customer with production File Transfer Solution user accounts for transmitting interface and other batch input/output files needed.
- (18) Provide Release Updates as specified in Section 4. Both parties will work together to time the activities such that they balance the introduction of new releases/functionality with the objective of continued application stability.
- (19) Provide reports on Service Level performance. Monthly Service Level reporting shall be targeted for a date not later than fifteen (15) calendar days starting in the month following delivery of Subscription Services.
- (20) Provide issue submission center and toll free hotline for reporting incidents. The Customer will have access to the CGI Advantage Support Center that is available 24/7/365 for logging incidents and accessing Documentation. For routine support questions a toll free hotline will be available and staffed from 8:00 a.m. to 9:00 p.m. Eastern Time Monday-Friday.
- (21) Provide hotline for Critical issues. CGI will staff a toll free hotline 24/7/365 for Customer emergencies.

C. Services to be Performed by the Customer.

- (1) Provide any/all available documentation detailing the Customer's current application configuration.
- (2) Provide named individuals as primary and secondary points of contact and escalation procedures to CGI.
- (3) Coordinate with CGI for services, support, and Scheduled Maintenance.
- (4) Maintain all Managed Application(s) user-id and passwords.
- (5) Ensure all files contain the appropriate Content, are transmitted/received in mutually agreed format and in a timely manner to a predetermined file structure location, sufficiently in advance to ensure processing in the expected job schedule.
- (6) Assume responsibility for the integrity of all input data delivered to CGI (either online or through batch interfaces) for processing.
- (7) Provide at least sixty (60) days advance notice of any material increase in number of active production Authorized Users, as established in the Contract Documents. Processing of such increases may be subject to additional fees.
- (8) Timely validate the production application output associated with application configuration, use, and functional application management (i.e. outside of CGI's purview).
- (9) Provide, manage, and operate employee workstation hardware and software being used to access the Managed Application(s).
- (10) Provide, manage, and maintain adequately-sized communications from the Customer's WAN to end user locations.
- (11) Problem identification and resolution as it relates to the Customer's data, staff, and/or procedures as well as functional Issues with the CGI System. The Customer will report any Issues to CGI using the standard Issue reporting process for CGI Advantage360.
- (12) Defining the establishment of requirements for regular processing schedules and for communicating and coordinating required scheduling changes with CGI no later than forty-eight (48) hours prior to the associated batch window to which it should be executed.

3. SERVICE LEVEL AGREEMENT

- A. **SLA Applicability.** The following items provide a detailed explanation as to when and how the SLA applies.

(1) Accessibility of CGI in support of delivering the Subscription Services and the SLA is as follows:

i) Remote environment and application support, including toll-free phone number for routine support 8:00 a.m. to 9:00 p.m. Eastern Time Monday-Friday exclusive of mutually agreed upon Standard Holidays in accordance with the definition of Hours of Availability. CGI staff on-call 24/7/365 for the Customer's production emergencies for Issues of Critical Severity.

ii) CGI Advantage Support Center is available 24/7/365 to submit questions/Issues.

Within this SLA, the days and hours as defined are referred to as "Business Day(s)" and "Business Hour(s)", respectively.

(2) The Service Metrics and Service Levels are applicable to the CGI System, as appropriate for each Service Metric. Operationally, the Service Levels only apply to interfaces operating on the CGI System's infrastructure and for which CGI is solely responsible. Interfaces operating at the Customer site or external provider that either create data/content to be sent to CGI or processed data that has been returned by CGI are the responsibility of the Customer. All interfaces developed by the Customer are subject to CGI acceptance prior to them being supported under a production capacity.

(3) The Service Metrics and associated Service Levels apply to the production environment and use of the CGI System in production, unless specifically noted otherwise. In the event that a single Issue affects more than one Service Level, only the Service Metric with the highest Service Penalty will apply with respect to any Service Credits issued by CGI to the Customer. However, other unrelated incidents resulting in Issues will be considered as separate events and aggregated with respect to measuring performance against each Service Metric and associated Service Levels.

(4) CGI reserves the right to immediately request and institute Scheduled Maintenance at any time of the day if CGI reasonably determines that a failure to act immediately would lead to significant harm to either CGI or the Customer. CGI will provide detailed communication for any emergency maintenance.

(5) A Service Metric and associated Service Level/Service Credit that cannot be met due to the Customer failing to perform its responsibilities shall be suspended. The Customer's related responsibilities in non-technical use and administration of the CGI System after the Live Date include, but are not limited to, functional configuration, functional management, interface validation, acceptance testing of Release Updates, and Issue(s) requiring functional support in troubleshooting and diagnosis.

CGI performance against any suspended Service Metric and associated Service Level will be reinstated once the corresponding activity has been performed by the Customer. The Customer agrees to hours of availability for staff and interdependent systems reciprocal to the Hours of Availability defined herein as needed to support effective escalation and not to impede collaboration and support in resolution of Issues affecting Service Metrics and associated Service Levels.

(6) Any events or situations affecting the CGI System for which CGI is not solely responsible will not be counted toward CGI's ability to achieve the Minimum Service Level(s) associated with the respective Service Metric(s).

(7) If CGI is waiting for the Customer to provide additional information during resolution of an Issue, measurement of CGI's non-conformance with the respective Service Metric and associated Service Levels being impacted will be suspended until the Customer's response with the requisite information is received. Once CGI makes available a fix or correction to remediate an Issue impacting one or more Service Metrics, measurement of CGI's non-conformance with the respective Service Metric and associated Service Levels being impacted ends. As an example, CGI is not responsible for additional time associated with subsequent Customer required approvals or procedures related to the application of the fix or correction. If, upon application of the fix or correction, the Issue is not remediated, CGI will again be subject to measurement of non-conformance against the Service Metric, upon notification by the Customer to CGI or acknowledgement by CGI to the Customer of the new or continued situation. Unless otherwise agreed to by both parties, if notice is provided by the end of the following Business Day after CGI delivers an applied fix or correction to the Customer for the Customer to test, continuation of resolution time will be against the original Issue, otherwise a new Issue is logged. However, none of these situations relieve CGI from responsibility for supporting resolution or remediation of a situation if any part of the cause or ability to resolve falls within CGI's responsibilities as set forth herein.

(8) Service Metrics and associated Service Level calculations, excluding the Disaster Recover Service Metrics, will be suspended during an active Force Majeure or when operating the CGI System under a Disaster Recovery scenario, as declared by CGI. Reporting and calculations will be reinstated once operations resume at the CGI Data Center(s).

(9) The initial Measurement Interval for purposes of calculating Service Credits begins sixty (60) days after the Live Date. During this initial period CGI will provide a Hot Fix for any Critical or Serious software defect and deploy to Customer environments. Service Metric and Service Level reporting will begin on the Live Date.

(10) The Issue Resolution Service Levels do not apply to any degradation of performance due to inadequate connectivity from the Customer's WAN to end user locations.

B. SLA Management. The following items are the general terms regarding reporting calculations:

(1) CGI shall implement and utilize its current measurement and monitoring methods, tools, and procedures to track and report CGI's performance in delivering the Subscription Services relative to the applicable Service Levels and shall produce a monthly report.

(2) The monthly report will set forth in detail the Service Metrics relative to the Service Levels, the actual measured level of performance for each Service Metric, and any resulting monthly Service Credits.

- (3) In all cases, CGI will be responsible for measuring Service Levels and calculating appropriate Service Credits. These measurements and calculations will be subject to review by the Customer.
- (4) The CGI Advantage360 management model includes an escalation process for issues requiring senior-level intervention. This is accomplished by "pushing" unresolved service issues or application incidents through the proper chain, up to project and senior management when attempts to resolve at the working team level have been exhausted. When unresolved issues are escalated to this level, meetings are held to develop a course of action for resolution. Resolution may range from solving the actual issue, to assigning staff to work the issue, to agreeing that it is not a priority issue at this time. Whenever an issue is escalated to project or senior management, the relevant representative(s) from the Customer and CGI management are expected to be available to review and direct resolution. Participants for this escalation model should be identified during the implementation.

- C. **Service Metrics.** Table 2 shows the CGI Advantage360 Service Metrics with their associated Minimum Service Levels and Service Penalties.

Table 2: CGI Advantage360 Service Metrics and Service Levels

Service Metric	Applicability Factors	Service Penalty	Minimum Service Level
Application Metric			
Application Availability	Availability Percentage	Less than Minimum Service Level results in 5% credit on 1/12 of the annual Subscription Fee. Consecutive monthly miss results in 10% credit on Subscription Fee until metric is met.	99% availability based on relevant Hours of Availability in Customer's time zone M-F Commitment to be met 100% of the time
Issue Resolution Time Metrics			
Critical	Issue Severity	Less than Minimum Service Level results in 5% credit on 1/12 of the annual Subscription Fee. Consecutive monthly miss results in 10% credit on Subscription Fee until metric is met.	Workaround or Resolution: 10 Business Hours ⁽¹⁾ Commitment to be met for 100% of Critical Issues
Serious	Issue Severity	Less than Minimum Service Level results in 5% credit on 1/12 of the annual Subscription Fee. Consecutive monthly miss results in 10% credit on Subscription Fee until metric is met.	Workaround or Resolution: 72 Business Hours ⁽¹⁾ Commitment to be met for 90% of Serious Issues
CGI will address any Issue that is related to performance with transaction or query response times the client deems unacceptable for the CGI System. The Severity for each performance Issue will be aligned to the business impact it is causing. The Minimum Service Level and Service Penalty will be the same as the Issue Resolution Minimum Service Level as defined.			
Disaster Recovery Metrics			
Recovery Time Objective (RTO)	N/A	Less than Minimum Service Level results in 25% credit on 1/12 of the annual Subscription Fee.	Within 12 Clock Hours of a declaration of disaster
Recovery Point Objective (RPO)	N/A	Less than Minimum Service Level results in 25% credit on 1/12 of the annual Subscription Fee.	No greater than 1 Business Day loss of data
Footnotes			

⁽¹⁾"Business Hours" are 8:00 a.m. to 6:00 p.m. Eastern Time Monday-Friday exclusive of CGI Standard Holidays. There are 10 Business Hours per day, 50 per week assuming no holidays. A reasonable workaround would trigger re-evaluation of the respective Issue Severity. Should an Issue arise that cannot reasonably be addressed within the target timeframe, both parties agree to collaborate on a mutually agreed upon action plan that will then govern its resolution. A resolution may consist of a fix, workaround, delivery of information or other commercially reasonable solution to the Issue. CGI's objective is to resolve Critical and Serious Issues as soon as possible with the Minimum Service Levels above representing the maximum time allowed to meet. Identification of short term workarounds will begin immediately from Issue identification while parallel efforts to fully resolve (software correction) go through the Issue lifecycle.

⁽²⁾ Service Penalties are subject to Appendix A, Section 10. Vendor Responsibilities, K. Limitation of Liability

- D. **Issue Response.** For any reported Issue which the Customer gives notice to CGI via one of the acceptable contact methods, CGI will respond with acknowledgement of the Issue and work to resolve the Issue shall commence. Table 3 shows the Issue Response targets that will apply, as noted by Issue Severity. Issue Response Targets defined in this Section 3.D are not subject to Service Penalties.

Table 3: Issue Response Targets

Issue Severity	Target Initial Issue Response
Critical	30 minutes
Serious	1 Business Hour
Moderate	4 Business Hours
Minor	8 Business Hours

4. RELEASE UPDATES

A. Release Updates.

- (1) The CGI Advantage360 Release Update Program provides product Release Updates and services for the Customer. The following section explains the services for introducing and implementing new Release Updates.
- (2) Release Updates can vary in size and scope and are built on top of the existing Managed Application(s) which typically allows for quick deployment and testing in the Customer's environments. While there is no predetermined frequency for introducing new Release Updates, they will occur at least once per year.

B. CGI Responsibilities. As part of the CGI Advantage360 Release Update Program, the following services will be provided by CGI to Customer:

- (1) **Release Update Content Identification and Planning.** CGI will determine at its sole discretion, based on input from the CGI Advantage360 client base, the content and release schedule of Release Updates. CGI will additionally coordinate all aspects of planning prior to the availability for deployment of the Release Updates.
- (2) **Software Development.** CGI will perform all software development work to build all identified Release Updates.
- (3) **Configuration Management.** CGI will perform all requirement definition around the design, necessary testing, and acceptance procedures for Release Updates.
- (4) **Quality Assurance Testing.** CGI will perform end-to-end business function testing of all Release Updates prior to deployment of release in Customer non production environment.
- (5) **Packaging.** CGI will prepare/package the Release Update for deployment.
- (6) **Communication.** CGI will communicate to Customer the availability of the new Release Update and the estimated timeline for upgrading the Managed Application(s).
- (7) **Provide Documentation.** CGI will provide Customer with documentation regarding the changes that were incorporated into the Release Update. If any of the changes require Customer configuration, those setup instructions will be included.
- (8) **Deployment to Non-Production.** CGI will coordinate and perform the deployment of the Release Update to Customer's non-production environment. The Release Update will be available for Customer testing for a typical duration of thirty (30) days. This testing timeframe will be evaluated with each targeted Release Update, dependent on the level of changes contained within.
- (9) **Deployment to Production.** CGI will coordinate with Customer on the scheduled production deployment of the new Release Update. These Release Updates will be deployed by CGI to the Customer production environment and will be considered Scheduled Maintenance. Usually occurring over a weekend, the actual time needed by CGI to upgrade the Managed Application(s) will depend on the level of changes in that particular Release Update.

C. Customer Responsibilities. As part of the CGI Advantage360 Release Update Program, Customer will have the following responsibilities:

- (1) **Acknowledgement of Update.** Once Customer is notified of the availability of a Release Update, Customer will provide timely confirmation of receipt of notice.
- (2) **Review Documentation.** Customer will review CGI-provided documentation for the Release Update to find any concerns and prepare Customer staff for testing of the Release Update.
- (3) **Raise Concerns or Questions.** Timely feedback allows CGI to best meet the needs of the Customer.
- (4) **User Acceptance Testing.** After non-production deployment, the Release Update will be available for Customer to test for a typical duration of thirty (30) days. This testing time frame will be evaluated with each targeted Release Update, dependent on the level of changes contained within. For any Release Updates that contains significant changes, the Customer testing window in the non-production environment will be extended appropriately to allow for additional testing and validation time. Failure of Customer to sufficiently test all Release Updates prior to production deployment will result in suspension of Service Metrics under Section 3.A.5.

**CGI ADVANTAGE360®
SOFTWARE AS A SERVICE AGREEMENT**

**EXHIBIT A
STATEMENT OF WORK FORM**

[Drafting Notes: Use Current SOW at time of Contract discussion]